COLLECTIVE AGREEMENT

Between

BOARD OF MANAGEMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local 1418

Group:

REHABILITATION AND THERAPY

AND

RECREATION AND CULTURE PROGRAM OFFICER

Expires: October 31, 1992

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THIS AGREEMENT made this 13th day of February 1990

BETWEEN: HER MAJESTY IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK as represented by Board of Management, hereinafter called the Employer, Party of the First Part;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1418, hereinafter called the Union, Party of the Second Part.

PREAMBLE:

It is the intention and purpose of the parties to this Agreement to set forth terms and conditions of employment affecting employees covered by this Agreement.

ARTICLE 1 - DEFINITIONS:

1.01 A. Employee - In the Agreement "Employee" means a person in the bargaining unit other than:

(i) a person not ordinarily required to work more than one-third (1/3) of the normal period for persons doing similar work.

(ii) a person employed on a casual or temporary basis, unless he has been so employed for a continuous period of six (6) months or more.

B. Type of Employment - For the purpose of this agreement, the following are the types of employment:

(i) Regular - Regular means employment where the employee is required on a continuous basis.

(ii) Term - Term means employment where the employee is required for a specified period of more than 6 continuous months.

C. All of the above may be on a full time or part time basis.

(i) Full Time means employment where the employee is required to work the full normal work week as defined in Article 15.01.

(ii) Part Time means employment where the employee is required to work more than one-third (1/3) but less than the full normal work week as defined in Article 15.01.

1.02 Department - In this Agreement, "Department" means those listed in the First Schedule, Part I of the N.B. Public Service Labour Relations Act.

1.03 Public Service Labour Relations Act - In this Agreement, words defined in the Public Service Labour Relations Act have the same meaning as in that Act.

1.04 Interpretation Act - In this Agreement, words defined in the Interpretation Act and not defined in the Public Service Labour Relations Act have the same meaning as in the Interpretation Act.

1.05 Gender - Throughout this Agreement, words importing gender shall apply to both genders.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS:

2.01 Union Recognition and Bargaining Unit - The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 039 PS 1K (2) and 054 PS 1F (3) applies.

2.02 No Other Agreement - No employee shall be required or permitted to make any written or verbal Agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

2.03 Application of Agreement - This Agreement applies to and is binding on the Union, the employees, the Employer and its Agents.

2.04 Future Legislation - In the event that any law passed by the Legislature of the Province applying to Public Employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate a mutually agreeable provision to be substituted for the provisions so rendered null and void. Should such negotiations fail to achieve agreement the parties shall submit the matter to binding arbitration under the Public Service Labour Relations Act.

2.05 If any legislation applying to Public Employees results in greater rights or benefits than are in effect under this Agreement, such rights or benefits shall be deemed to form part of and be applicable to the Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS:

3.01 Management Rights - All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 4 - NO DISCRIMINATION:

4.01 (a) The parties agree that there shall be no discrimination practised or exercised.

(b) The parties recognize that the Human Rights Act applies to this Agreement.

ARTICLE 5 - CHECK-OFF OF UNION DUES:

5.01 Check-off - The Employer shall deduct from the wages due to every employee covered by this Collective Agreement an amount equal to the regular monthly dues of the Union commencing with the month following the month in which they were employed.

5.02 Amount of Union Dues - Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated Officials of the Union, after which such changed amount shall be the amount to be deducted and so from time to time. It is understood that normally not more than one change will be processed in any 12 month period.

5.03 Contribution Towards Union Expenses - The sums deducted under this Article shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.

5.04 Deductions to be Remitted - The sums deducted pursuant to this Article shall be remitted to the designated Official of the Union accompanied by a list of the names of all employees from whose wages the deductions were made prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated Official.

5.05 Employer Harmless of Liability - The Union agrees to indemnify and save the Employer harmless from any liability of action arising out of the operation of this Article.

5.06 The Employer and the Union Shall Acquaint New Employees - The parties agree to cooperate and acquaint new employees with the conditions of employment set out in this Article and Management agrees to provide each new employee with a copy of the Collective Agreement and introduction kit in which both parties will be able to include whatever material they feel is necessary.

ARTICLE 6 - CORRESPONDENCE:

6.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be between the Director of Employee Relations Services (Social), Board of Management for the Employer and the Secretary-Treasurer of C.U.P.E. Local 1418 for the Union. Each party shall keep the other party informed of its address.

ARTICLE 7 - LABOUR-MANAGEMENT COMMITTEE:

7.01 Establishment of Committee - The parties to this Agreement agree to establish a Provincial Labour-Management Committee consisting of an equitable number of representatives of Union and Management. Similarly, Labour-Management Committees will be established to deal with matters at the area and regional offices where either party requests the establishment of such a Committee.

7.02 Meaningful Consultation - The parties agree that the Committees shall be employed as a forum for meaningful consultation on contemplated changes in conditions of employment or working conditions and any other matters of mutual interest to the parties.

7.03 Advisory Role - The Committees shall function in an advisory capacity only and shall not have power to alter, amend, add to, or modify the terms of this Agreement.

ARTICLE 8 - GRIEVANCE AND ADJUDICATION:

8.01 Definition of a Grievance - A grievance means a dispute or difference of opinion concerning any of the following:

(a) the interpretation or application with respect to an employee of a provision of this Collective Agreement or a related arbitral award;

(b) disciplinary action under Article 11 of this Agreement;

(c) the interpretation or application of a provision of a statute, or a regulation, by-law, direction or other instrument made or issued by the Employer dealing with terms and conditions of employment;

(d) any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three preceding paragraphs and for which there is no administrative procedure for redress provided for in or under an Act of the Legislative Assembly.

8.02 Discussion - If an employee, or a group of employees feel that they have been treated unjustly or consider themselves aggrieved, they shall be expected to discuss the matter with their supervisor before the first step in the grievance procedure is implemented. Where it appears that a decision cannot be given below a particular level of authority, the Employer is expected to involve other personnel in the discussions in an attempt to solve the dispute.

8.03 Settling of Grievance - Where an employee alleges that he has a grievance as outlined under 8.01 above, the procedure as outlined in the Chart below shall apply. However, in cases as outlined in 8.01(a) the employee must have the written consent of a steward or a member of the Union Executive, including the regional Executives.

8.04 Time Limits - Within the time limits as prescribed in the chart below, the employee may present his grievance in writing by personal service or by registered mail to his immediate supervisor or to a person designated by the Employer.

8.05 Amending Time Limits - The employee and the Employer may agree to the extension of any of the time limits providing that such agreement is in writing.

8.06 Union Representative - If he so wishes an employee may be assisted by a representative of the Union when presenting a grievance at any level including the discussion step as outlined in clause 8.02.

8.07 Level of Grievance - The Employer will post the levels of grievance within thirty (30) days of the signing of this Agreement and provide a copy to the Union.

8.08 Stewards - The Union will inform the Employer in writing of the names of its executive members and stewards with the work areas which each steward will normally represent within thirty (30) days of the signing of this Agreement. Subsequent changes will be given to the Employer within 14 days of the changes. Only those Stewards and executive members who have been so identified by the Union may request the provisions of Clause 20.01 of this Agreement.

8.09 Union/Employer Dispute - Where a dispute between the Employer and the Bargaining Agent arises, Section 99 of the Public Service Labour Relations Act shall apply.

8.10 Agreement on Grievance - When an Agreement has been reached between the Employer and the Union at any stage of the grievance procedure, it shall be put in writing and it shall be final and binding on both parties with respect to that particular grievance only.

8.11 Omit Grievance Step - Grievances concerning layoff may be presented by the aggrieved employee at the final level of the grievance procedure. Such grievances must be submitted within the time limits prescribed for the first level.

GRIEVANCE PROCEDURE

Level - First

Employee's Time to Present Grievance - 15 days after the alleged grievance has arisen or has come to his attention or discussion in accordance with 8.02 has failed.

Present Grievance To - person designated by the Employer.

Employer's Time to Answer - 10 days from receipt of written grievance.

Level - Second (where such a level is established)

Employee's Time to Present Grievance - 10 days from receipt of reply from first level or date reply should have been received.

Present Grievance To - person designated by the Employer.

Employer's Time to Answer - 10 days from receipt of written grievance.

Level - Final

Employee's Time to Present Grievance - 10 days from receipt of reply from previous level OR date reply should have been received OR in case of suspension, discharge or lay-off as prescribed in 11.

Present Grievance To - Deputy Minister

Employer's Time to Answer - 15 days from receipt of written grievance.

Level - Adjudication

Employee's Time to Present Grievance - 20 days from receipt of reply from final level or date reply should have been received.

Present Grievance To - G-1 Form to Public Service Labour Relations Board with copy to Board of Management.

In the calculation of time limits, Saturdays, Sundays, and designated holidays are excluded.

ARTICLE 9 - ADJUDICATION:

9.01 Adjudication Procedure - The provisions of the Public Service Labour Relations Act and Regulations respecting Adjudication shall apply to grievances resulting from the application of this Agreement.

9.02 Adjudication - Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect to him of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies, in prescribed manner:

(a) its approval of the reference of the grievance to adjudication, and

(b) its willingness to represent the employee in the adjudication proceedings.

9.03 Technical Objections to Grievance - Subject to the provisions of any Act of the Legislature no grievance shall be defeated by any formal or technical objection and the Adjudicator shall have the power to waive procedural irregularities in order to determine the real matter in dispute and to render a decision according to the merits of the case.

9.04 Power and Decision of Adjudicator or Adjudication Board - In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefits, or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board or the Adjudicator may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision. Such decision shall be final and binding on all parties.

ARTICLE 10 - STRIKES AND LOCKOUTS:

10.01 No Strikes - The Union hereby agrees that there shall be no strike, walkouts, or any other similar interference with work during the terms of this Agreement in accordance with the Public Service Labour Relations Act.

10.02 No Lockouts - The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 11 - DISCIPLINARY ACTION:

11.01 Disciplinary action shall mean any action taken by the Employer against an employee which results in:

(i) written reprimand;
(ii) suspension;
(iii) discharge;
(iv) financial penalty.

11.02 (a) No employee shall be disciplined except for just cause.

(b) Termination for unsatisfactory performance during the probationary period is not disciplinary action.

(c) Notwithstanding anything in this Article, a disciplinary action resulting in the issuance of a written reprimand cannot be referred to adjudication.

11.03 Whenever the Employer disciplines an employee it shall, within ten (10) working days of the disciplinary action, provide the employee with written reasons for such action and shall forward a copy of the written reasons for the disciplinary action to the Secretary-Treasurer of CUPE Local 1418.

11.04 Pending investigation of an incident an employee may be relieved of duties and required to leave the premises of the establishment in which he works during which time he shall continue to be paid. Unless the investigation results in disciplinary action no record of the incident will be placed in the employees personal file.

11.05 Where an employee alleges that he has been disciplined in violation of clause 11.02, he may within ten days of the date he was notified in writing or within twenty days of the date of the disciplinary action, whichever is later, invoke the grievance procedure as set out in this Agreement. For the purpose of a grievance alleging violation of clause 11.02 he shall lodge his grievance at the final level of the grievance procedure except in the case of reprimand in which case he shall lodge his grievance at the First Level.

11.06 Unjust suspension or Discharge - Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 11, that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge which shall be paid to him at the end of the next complete pay period following his reinstatement, or by any other arrangement as to compensation which is just and equitable in the opinion of the conferring Parties or in the opinion of a Board of Adjudication or Adjudicator, if the matter is referred to such a Board of Adjudication or Adjudicator.

11.07 Employee Records - When an employee is disciplined, other than by suspension or discharge, and a derogatory notation is placed against the record of an employee, such notation will be prepared in duplicate. One copy shall be initialled by the employee, as the Employer's receipt only, which shall be placed in the employee's personal file and one copy shall be given or sent to the employee. Whenever the employee responds, he shall reply in writing and such reply shall become part of the employee's file.

11.08 (a) When a disciplinary action is to be taken against an employee, which will be recorded on the employee's personal file, the employee shall be notified in advance so that he/she may contact his/her union representative to be present at the interview.

(b) Nothing in this Article prevents the Employer from discharging an employee for just cause without notice, with payment as provided in Article 22.11.

11.09 A record of disciplinary action shall not be used against an employee after the expiration of a period of twenty-four months after the disciplinary action was taken.

11.10 Upon request, an employee shall be given an opportunity to read and make a copy of those documents in his personal file that relate to an assessment of his conduct, work performance, and warnings. If the employee so wishes, he may be accompanied by a union representative. The Employer agrees not to introduce in an adjudication hearing relating to disciplinary action any such document from the personal file of the employee, the existence of which the employee was not aware fourteen (14) days prior to the date of the adjudication hearing.

ARTICLE 12 - SENIORITY:

12.01 Seniority Defined - Seniority for the purpose of this Agreement is defined as the length of service from the last date of hiring and shall be used in determining priorities in all matters which are measured by length of service. Unless otherwise provided for, seniority shall operate on a bargaining unit-wide basis.

12.02 Seniority List - An up-to-date seniority list for each department or agency shall be sent to the Secretary-Treasurer of the Union in accordance with Article 6 (Correspondence) during January of each year and copies posted on appropriate bulletin boards.

12.03 Calculation of Seniority - When an employee has attained employee status by virtue of having been employed on a casual or temporary basis for a continuous period of six (6) months or more, such employee shall have his/her seniority dated back to the date of hiring.

12.04 Part-time employees shall receive the wage rates, seniority credits, conditions of employment and benefits specified in this Agreement on a pro-rata basis according to their hours of work.

12.05 Civil Service

(a) For employees transferred or appointed under the Civil Service Act, the probationary period shall be six (6) continuous months of employment immediately following the date on which the employee reports for work. On the expiration of such period of six (6) months the Deputy Head may extend the probationary period for further periods of three (3) months provided he or his designate advises the employee in writing prior to the extension. The total probationary period may not exceed twelve (12) months.

(b) For all employees covered by this Collective Agreement and not subject to the Civil Service Act, the probationary period shall be six (6) continuous months of employment immediately following the date on which the employee reports for work. On the expiration of such period of six (6) months, the Chief Executive Officer may extend the probationary period for further periods of three (3) months provided he or his designate advises the employee in writing prior to the extension. The total probationary period may not exceed twelve (12) months.

12.06 (a) An employee will retain previous seniority but will not accumulate additional seniority when on a continuous period of absence from work due to leave of absence without pay or suspension from duty, exceeding one-half (1/2) the number of working days in any month except as provided for in Article 21.04.

(b) An employee shall lose seniority rights and cease to be an employee in the event:

(i) he tenders his written resignation or retires;
(ii) he is discharged and not reinstated;
(iii) he has been laid off for a period in excess of twelve (12) continuous months;
(iv) he is absent from work for five (5) consecutive working days without notifying his immediate supervisor giving a satisfactory reason for such absence;
(v) when recalled from layoff he fails to work within fourteen (14) calendar days of notice sent by registered mail to the address on record with the Employer and fails to report for work at the agreed upon designated time within the abovementioned fourteen (14) calendar day period, except in the case of an employee recalled for employment of a casual or short term duration at a time when he is employed elsewhere, in which case refusal of recall itself will not result in loss of recall rights.

12.07 Where an employee is excluded from the Bargaining Unit by the Public Service Labour Relations Board and later returns to the Bargaining Unit he will have his seniority calculated as if he never left the Bargaining Unit.

In order for an excluded employee to qualify for the above he must have established seniority in the Bargaining Unit immediately prior to his exclusion and must have remained in a class included in Schedule "A" throughout the process described above.

Any other employees leaving the Bargaining Unit will lose all seniority twelve (12) months after leaving the Bargaining Unit.

12.08 Change of Address - It shall be the responsibility of all employees to notify the Employer promptly of any change in their address. Should an employee fail to do this the Employer will not be responsible for failure to contact the employee.

ARTICLE 13 - PROMOTIONS AND TRANSFERS:

13.01 Promotion - When an employee is promoted to a higher paid classification, the employee shall move to the nearest step of the new salary range that will increase the employee's normal wage rate from his previous classification by at least five percent (5%) or to the minimum rate of the new classification, whichever is greater.

13.02 Trial Period - An employee who is transferred or promoted to another classification and is unable to perform the duties of the new classification during his probationary period shall revert to his former classification and unless other arrangements are mutually agreed to, he shall return to his former work location, without loss of seniority.

13.03 Transfer to Lower Classifications - When an employee is transferred to a lower classification, as a result of the Employer's request he shall maintain his rate of pay until the rate of pay of his new classification catches up to his rate.

When an employee is transferred to a lower classification as a result of the employee's request he shall be paid the rate within the range of rates established for such new classification which is closest to his present rate.

13.04 If a part-time position becomes available, full-time employees shall be given preference providing they qualify and providing they have applied.

13.05 Departments or Institutions not Covered by the Civil Service Act

(a) Where there is a competition to be held to fill a vacancy in the bargaining unit, such notice of competition shall be posted on the bulletin board(s) in the buildings out of which the employees work, for a minimum of five (5) calendar days prior to the closing date of the competition.

(b) Such notice shall contain the following information:

(i) description of the position;
(ii) required qualifications;
(iii) location of the position;
(iv) the applicable wage rate or range, in accordance with the Collective Agreement under C.U.P.E. Local 1418.

(c) All employees who apply for a competition shall be advised of the name of the successful applicant.

ARTICLE 14 - LAYOFF AND RECALL:

14.01 Layoff and Recall Procedure - In the event of a layoff, employees shall be laid off within their classification series in reverse order of their classification seniority. Employees shall be recalled in the reverse order that they were laid off. Recall shall be subject to the employee being qualified to perform the duties of the position. Employees laid off shall be given preference to job opportunities, prior to the hiring of new persons, in other classifications if they are qualified to perform the work available. For the purpose of this article, classification series means all levels of a classification. Displacement of employees (bumping) as a result of a layoff is restricted to lateral or downward displacements.

14.02 Notice of Layoffs and Resignation -

(a) Where less than one (1) month's notice of layoff is given, the employees shall continue to be paid for one (1) month after such notice is given.

(b) Where an employee resigns his position, he/she shall give the Employer one (1) month's notice of such resignation.

14.03 No New Employees - There shall be no new hiring into the bargaining unit until those laid off have been given an opportunity of employment, provided that they are qualified to perform the work available.

14.04 Continuation of Insurance Benefits - The Employer agrees to pay the Employer's share of Group Insurance for employees who are laid off for two (2) months after the month in which the employees are laid off.

14.05 Superannuation Benefits - An employee who is laid off shall retain all superannuation rights held by him at the date of his layoff, until he is recalled or requests refund of his superannuation contributions, at which time he shall cease to be an employee.

14.06 Union Notification - The Employer shall provide the Union with a list showing the seniority of laid off employees by classification.

14.07 Layoffs During Sick Leave - In the event an employee is affected by a layoff during sick leave, the effective layoff date shall be the day following the termination of such leave.

14.08 Recall Rights - Employees on layoff shall retain their position on the seniority list and shall have recall rights within a twelve (12) month period following their last day of employment. Where an employee opts to be laid off rather than displace a junior employee, he waives the right to displace for the duration of that layoff period but retains recall rights.

ARTICLE 15 - HOURS OF WORK:

15.01 Normal Hours of Work - The normal hours of work shall be thirty-six and one-quarter (36 1/4) hours per week and by mutual agreement may be averaged over a four week period. Except by mutual agreement, the normal working days shall be Monday to Friday.

15.02 Flexibility in Hours of Work - The parties recognize that the above hours of work have to be flexible due to the nature of the service provided by members of the bargaining unit.

15.03 If Management intends to change existing patterns of work, either on its own initiative or in response to an employee request, the matter shall be the subject of joint consultation as provided for in Article 7. If following joint consultation Management decides to change existing patterns of work the Union and the employees concerned shall be given one month's notice in writing.

15.04 On an experimental basis and without committing either party to a permanent change in the existing hours of work, members of the bargaining unit and their Department may jointly establish a schedule providing for a compressed work week. Such an agreement must be consistent with the intent of Article 15.02 and must be ratified by Board of Management and the Union before implementation.

15.05 No Guarantee of Hours - The foregoing shall not be construed as a guarantee of hours of work per day or per week.

15.06 Canada Games - This article applies to the Recreation and Culture Program Officer classification only. Both parties recognize the special circumstances surrounding Canada Games and agree that the provisions of Article 15 and 16 will not apply to employees assigned to such Games. However, employees assigned to these Games will be entitled to two (2) days off for each period of seven (7) days so assigned.

ARTICLE 16 - OVERTIME:

RECREATION AND CULTURE PROGRAM OFFICERS (16.01 - 16.04)

16.01 Definition - Any hours worked in excess of the normal hours of work prescribed in Article 15.01, on a holiday, on an employee's regular scheduled days off, or during an employee's vacation period, shall be considered overtime.

16.02 Overtime Compensation

(a) Overtime work from Monday to Friday shall be compensated by equal time off. Overtime work on Friday evening (after 5:00 p.m.). Saturday and Sunday shall be compensated by time and one-half (1 1/2) off.

(b) Notwithstanding (a) above, if an employee is required to work within the normal hours of work as specified in 15.01, on a Friday evening (after 5:00 p.m.), Saturday and/or Sunday he/she shall receive an additional one-half (1/2) credit for time worked.

16.03 Overtime Authorization - Overtime shall be authorized in advance by the employee's immediate supervisor or his or her delegate, unless otherwise provided for by Branch policy.

16.04 Reconciliation and Accumulation of Overtime -

(a) Overtime compensation shall be scheduled at a time mutually agreed to by the employee and the Employer. Scheduling of overtime reconciliation shall be done between the first and fifteenth of the month for all overtime worked in the previous month. The employee's preference will not be unreasonably denied, but if unable to accommodate the employee, the Employer shall schedule the time off.

(b) Notwithstanding (a) above, an employee may retain a five (5) day period of accumulated overtime credits to be scheduled at his/her discretion once in any calendar year. This time off shall be approved by the Employer in accordance with Article 17.10.

ALL OTHER CLASSIFICATIONS (16.05 - 16.13)

16.05 Definition - Any hours worked in excess of the normal hours of work prescribed in Article 15.01, on a holiday, on an employee's regular scheduled days off, or during an employee's vacation period, shall be considered overtime.

16.06 Overtime Rate - The overtime rate shall be time and one-half (1-1/2) the hourly rate or time and one-half (1-1/2) off or any combination of salary and time off.

16.07 Overtime Authorization - Whenever possible, overtime shall be authorized in advance by the employee's immediate supervisor or his delegate, unless otherwise authorized by Departmental policy.

16.08 Minimum Call-Back Time - Except as provided for in 16.10, an employee who is required to work outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rate.

16.09 On Call - When an employee is advised that he is "on call" that is, immediately available by direct telephone, he shall be compensated for one hour at the overtime rate in accordance with 16.06 for each eight (8) hours that he is "on call", over and above the provisions of 16.08 and 16.10. When an employee is on call during a Statutory Holiday, he shall be compensated for two and one-half hours at the overtime rate for each eight (8) hours that he is "on call", over and above the provisions of 16.08 and 16.10.

16.10 Telephone Work - When an "on call" employee uses his telephone to provide services required as a result of being "on call", he shall be paid for two hours at the overtime rate. Such compensation shall not be claimed more than once during each eight hour "on call" period, nor shall it be claimed when there is a claim under 16.08 for the same service.

16.11 No employee shall be paid more than eight hours at time and one-half (1-1/2) for any eight hour period under 16.08 and 16.10.

16.12 Reconciliation of Overtime - Before the end of every other pay period, employees shall reconcile with their immediate supervisor or delegate those hours to be paid and those to be taken off in accordance with 16.06, 16.08, 16.09 and 16.10. Where an employee chooses time off it shall be scheduled at any time mutually agreed to between the employee and the Employer. If mutual agreement cannot be reached, the employee shall be paid at the overtime rate within 20 working days of the reconciliation date.

16.13 Except by mutual agreement, "on call" duty shall be equally divided among the qualified employees.

ARTICLE 17 - VACATION:

17.01 Length of Vacation

(a) An employee shall be entitled to annual vacation with pay at the rate of one and one-quarter (1-1/4) days for each calendar month of service.

(b) Effective May 1, 1980 an employee who has completed ninety-six (96) months (8 years) continuous employment shall be entitled thereafter to annual vacation with pay calculated at the rate of one and two-thirds (1 2/3) days for each full calendar month of service.

(c) Effective January 1, 1990, an employee who has two hundred and forty (240) months (20 years) seniority shall be entitled thereafter to annual vacation with pay calculated at the rate of two and one-twelfth (2 1/12) days for each full calendar month of service.

17.02 New Employees

(a) An employee who commences employment before the sixteenth (16th) of the month shall be eligible to begin accumulating vacation credits for that month.

(b) An employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating vacation credits the following month.

17.03 When an employee has attained employee status by virtue of having been employed on a casual or temporary basis for a continuous period of six (6) months or more, such employee shall be credited with seven and one-half (7 1/2) days of vacation credit unless otherwise equitably compensated.

17.04 Vacation Pay - Vacation pay shall be at the rate effective immediately prior to the vacation period. Any increase due during the vacation period shall apply from its effective date.

17.05 Computing Vacation - In addition to an employee's regular working days, for the purpose of computing vacation entitlement, credit shall be given:

(a) for days on which the employee is on vacation;

(b) for days on which the employee is on leave of absence with pay granted pursuant to the terms of this Agreement.

(c) for days on which the employee is on sick leave pursuant to the terms of this Agreement;

(d) for days on which the employee is absent from work while receiving Workers' Compensation Benefits;

(e) for days on which the employee is on Union business as provided for in this Agreement, except for extended leave; and

(f) for Statutory Holidays or days taken in lieu thereof.

17.06 Holiday during Vacation - If one of the holidays referred to in Article 18 (Holidays) falls on or is observed during an employee's vacation period, he shall be granted an additional day's vacation.

17.07 Vacation Pay on Termination - An employee whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit in accordance with this Article.

17.08 Vacation Accumulation - Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year on the request of the employee but at the sole discretion of the Employer. An employee who wishes to carry his vacation entitlement forward shall request the Employer's permission to do so, in writing, not later than November 15th, of the year in which the employee ordinarily would take the vacation sought to be carried forward.

17.09 No Vacation Shall Accumulate - Where a continuous period of absence from work on leave of absence without pay or suspension from duty for any month exceeds eleven (11) working days in that month, no vacation credits shall accumulate.

17.10 Authorized by Employer - Vacation shall be taken at a time authorized by the Employer.

17.11 Preference in Vacation - Unless mutually agreed vacation shall be given within each classification by region and department with preference given to the employee with the greatest seniority.

ARTICLE 18 - HOLIDAYS:

18.01 List of Holidays - The following shall be the list of recognized holidays for the purpose of this Agreement:

(a) New Year's Day;
(b) Good Friday;
(c) Easter Monday;
(d) The day fixed by proclamation of the Governor-in-Council for the celebration of the birthday of the Sovereign;
(e) Canada Day;
(f) New Brunswick Day;
(g) Labour Day;
(h) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
(i) Remembrance Day;
(j) Christmas and Boxing Day:
    (i) when Christmas Day is a Monday, the 25th and 26th days of December, or
    (ii) when Christmas Day is a Tuesday, the 24th, 25th and 26th days of December, or
    (iii) when Christmas Day is a Wednesday or Thursday, the afternoon of the 24th day and the 25th and 26th days of December, or
    (iv) when Christmas Day is a Friday, a Saturday, or a Sunday, the 24th to 27th days of December inclusive, and
(k) any other day duly proclaimed as a provincial or national holiday.

18.02 Employees Not Working on Holidays - Subject to 18.04 all employees not required to work on a holiday as listed in 18.01 shall receive one (1) day's paid leave for that day.

18.03 Employees Working on Holidays - When an employee is required to work on a holiday, he shall receive his holiday pay and be paid at the overtime rate for the hours worked in accordance with Article 16.

18.04 Holidays on Rest Days - When a day designated as a paid holiday under Article 18.01 falls on an employee's day of rest, the holiday shall be moved to the employee's first working day following his day(s) of rest and this day shall be his holiday for the purposes of this Agreement.

ARTICLE 19 - SICK LEAVE:

19.01 Definition of Sick Leave - An employee is eligible to be absent on sick leave without loss of pay when he is unable to perform his duties because of sickness, exposure to a contagious disease or an accident for which compensation is not payable under the Workers' Compensation Act.

19.02 Amount of Sick Leave

(a) Each employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) days per month for each calendar month of continuous employment up to a maximum credit of two hundred and forty (240) working days.

(b) When an employee has attained employee status by virtue of having been employed on a casual or temporary basis for a continuous period of six (6) months or more, such employee shall be credited with seven and one-half (7 1/2) days sick leave credit unless otherwise equitably compensated.

19.03 New Employees

(a) An employee appointed before the sixteenth (16th) of the month shall be eligible to accumulate sick leave credits from that month.

(b) An employee appointed after the fifteenth (15th) of the month shall be eligible to accumulate sick leave credits from the first day of the month following the date of his employment.

19.04 Days Counted for Computing Sick Leave - For the purpose of computing sick leave accumulation, the following shall be counted as working days:

(a) days on which the employee is on vacation;
(b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;

(c) days on which the employee is on sick leave pursuant to the terms of this Agreement;
(d) days on which the employee is absent from work while receiving Workers' Compensation Benefits;
(e) Statutory Holidays or days taken in lieu thereof; and
(f) for days on which the employee is on union business as provided for in this Agreement, except for extended leave.

19.05 Employees on Leave or Suspended - Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 11, exceeds one-half (1/2) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

19.06 Notification of Sickness - An employee who is absent from work on account of sickness or accident who wishes to use his sick leave credits for such absence must notify his immediate supervisor or designated Official as soon as possible, as specified by the Employer.

19.07 Deduction of Sick Leave - Deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. When absent on sick leave for part of a day, deduction shall be made as follows:

(a) 5 1/2 hours or more on duty - no deduction;
(b) 2 hours or more on duty, but less than 5 1/2 - 1/2 day sick leave;
(c) less than 2 hours on duty - one day sick leave.

19.08 The Employer has the right to investigate and require satisfactory medical evidence from a qualified medical practitioner for any absence for which sick leave is claimed provided that such evidence is requested before the employee returns to work.

19.09 Advancement of Sick Leave - An employee who has contributed to the Superannuation Fund for not less than eighteen (18) months and who has exhausted his sick leave entitlement shall, upon application, be entitled to an advancement of up to fifteen (15) days' sick leave.

19.10 Reimbursement of Advanced Sick Leave on Termination - Where the employment of an employee who has been granted advance sick leave in accordance with clause 19.09 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to him that remains unearned at the time of termination of employment.

19.11 Veterans - Special leave shall be granted, with no loss of pay or sick leave credits, to veterans on disability pension who are called to report to a Medical Board for examination or investigation, in connection with their disability.

19.12 An employee hospitalized, or sick at home for five consecutive days or more, during his vacation period, will qualify for the use of sick leave credits upon production of a Doctor's certificate. The Employer shall be notified during the illness in accordance with Article 19.06.

ARTICLE 20 - APPOINTMENT OF STEWARDS AND TIME OFF FOR UNION BUSINESS:

20.01 Time Off for Stewards - A steward must obtain permission of his immediate supervisor before leaving his regular place of work for a reasonable period of time with pay to investigate a complaint or grievance and attempt to settle it. The steward shall make mutually satisfactory arrangements with the supervisor in charge of the regional office he wishes to enter should his investigation involve his leaving his regular working place. Such permission shall not be unreasonably withheld. On return to work, the steward will report to his immediate supervisor. The provisions of this clause are applicable only to those employees who have been identified as Stewards and Executive Members in accordance with the provisions of Clause 8.08 of this Agreement.

20.02 Recognition of Accredited Union Representative - The Employer agrees to recognize an accredited representative of the Union who shall be granted access to the Employer's premises for the purpose of assisting in the servicing of grievances provided that the Employer representative's permission is first obtained. Such permission shall not be unreasonably withheld.

20.03 Time Off for Grievances - Employees who have filed a grievance in accordance with the grievance procedure, Article 8, shall be granted time off work with pay when a grievance hearing or an adjudication hearing is held.

20.04 Time Off for Negotiations - Employees who are members of the Union Negotiating Committee shall be allowed time off to perform duties required of that committee. However, employees will submit notification for such leave to their immediate supervisor as soon as the employees have become aware of the appropriate dates. The Employer shall maintain the full salary and benefits of an employee on leave of absence under this clause and the Union shall then reimburse the Employer within ten (10) days of billing, provided the Employer submits such billing within 30 days of the signing of this Agreement.

20.05 Meetings in Joint Consultation - The Employer will grant time off work with pay to a reasonable number of employees who are meeting with the Employer in joint consultation in accordance with Article 7.

20.06 Convention and Education Seminars - At the written request of the Secretary of the Union, the Employer shall grant leave of absence without pay to not more than twenty (20) employees designated by the Union for the purpose of attending Union conventions, Council meetings and Education Seminars, such absence not to exceed in the aggregate one hundred (100) working days in any calendar year, provided the Union has requested such leave of absence at least fourteen (14) calendar days prior to the proposed leave and that only five (5) employees are absent any time from the same Health district or Social Services area.

20.07 Names of Stewards - The Union agrees to notify the Employer in writing of the names of the accredited representatives, stewards, members of the Negotiating and Joint Consultation Committees. The Employer shall advise the Union in writing of its representatives that will deal with the stewards and members appointed to the above committees. Both parties agree to comply with the above prior to the end of June and to advise the other as soon as possible of substitutions to the said lists.

20.08 Leave for Full Time Union Duties - An employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay by the Employer, without loss of seniority, for a period of one (1) year. On request, such leave may be renewed each year during his term of office. Where the employee elects to continue group life insurance and/or Blue Cross protection during the leave, payments of full premiums will be required.

ARTICLE 21 - LEAVE OF ABSENCE:

21.01 Bereavement Leave

(a) An employee shall be granted bereavement leave with pay at his regular rate as follows;

(i) for a maximum of five (5) consecutive calendar days terminating no later than two (2) calendar days after the funeral in the event of the death of the employee's mother, father, (or persons acting in loco-parentis), spouse, son, daughter, brother or sister;

For clarification purposes of this article a spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of not less than one year and has been publicly represented as the employee's partner.

(ii) for a maximum of three (3) consecutive calendar days terminating with the day following the funeral in the event of the death of the employee's grandfather, grandmother, mother-in- law, father-in-law, brother-in-law, sister-in-law, or other relatives living in the household of the employee;

(iii) one (1) day to attend the funeral in the event of the death of the employee's niece, nephew, aunt or uncle.

(b) In the event that the funeral referred to in 21.01(a) is held in a location outside the employee's city or town of residence, an employee shall be granted upon request reasonable travelling time required up to a maximum of two (2) additional consecutive calendar days provided that such an employee attends the funeral.

(c) Notwithstanding 21.01 (a) and (b), pay shall not be given for any such day which falls on a holiday or which does not fall on a regular working day.

21.02 Pallbearer - One-half (1/2) day's leave at his regular rate of pay shall be granted to an employee to attend a funeral as a pallbearer.

21.03 Jury Duty or Witness - the Employer shall grant leave of absence from work, with pay, to every employee who is required:

(a) to serve on a jury; or

(b) to attend as a witness called or subpoenaed in any proceeding held:

(i) in or under the authority of a court of justice, or board of adjudication, or before a Grand Jury;

(ii) before a court, judge or coroner, adjudicator or adjudication board;

(iii) before a Legislative Council, Legislative Assembly or any Committee thereof that is authorized by law to compel the attendance of witnesses before it;

(iv) before an Arbitrator or Umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Such employee shall be paid the difference between his regular pay and the amount received as a Juror or as a witness excluding travelling, meals, and other expenses upon presentation of a certificate of attendance for jury and witness duty. If an employee is required to report on any day for jury duty but is not required to serve for the entire day, such employee shall then report to work.

21.04 Maternity Leave

(a) Notification - Not later than the fifth (5th) month of her pregnancy, an employee will inform the Employer of the anticipated delivery date. If an employee does not intend to return to work after maternity leave Article 14.02(b) will apply.

(b) Medical Certificate - An employee requesting maternity leave shall submit with the application a statement from her physician that employment to the date specified in the application will not be injurious to her health.

(c) Duration of Leave - Maternity leave shall commence two (2) months before the anticipated delivery date and shall be granted earlier than two (2) months or deferred provided that a certificate from a qualified practitioner is submitted to her supervisor on her state of health. Notwithstanding the above, the Employer may direct an employee who is pregnant to proceed on maternity leave at any time where the employee cannot produce a medical certificate stating that her condition does not prevent her from performing her normal work function. Maternity leave shall expire not later than three (3) months after delivery date unless the two (2) months she was entitled to before the delivery date were deferred, in which case the number of days not used shall be added to the three (3) months after the delivery date. Seniority continues to accrue during the leave at the same rate as if the employee would have worked.

(d) Return to Work - An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. Such employee shall be placed in her previously held classification at her work location (city, town, or village).

(e) Maternity Leave With Pay - Employees entitled to Maternity Leave shall be permitted to apply up to ten (10) working days of their sick leave credits against their Unemployment Insurance Maternity Leave Benefit waiting period of two (2) weeks.

(f) Supplementary Unemployment Benefit - An employee with one year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the Unemployment Insurance Act, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for unemployment insurance benefit eligibility.

In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the UI benefits the employee is eligible to receive and seventy-five percent (75%) of her regular rate of pay, at the time maternity leave commences, less any other monies received during the period which may result in a decrease in UI benefits to which the employee would have been eligible if no extra monies had been received during this period.

"Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime, or any other form of supplementary compensation.

(g) An applicant under (f) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

(h) Legal Adoption Leave - An employee shall be entitled to up to seventeen (17) weeks leave of absence without pay on request for legal adoption. Seniority continues to accrue during the leave at the same rate as if the employee would have worked. Where both spouses are members of this bargaining unit, this provision shall apply to only one spouse. Such leave shall commence in accordance with the Employment Standards Act.

(i) Paternity Leave - An employee shall be entitled to one day leave of absence with pay and one day without pay for the birth of his child. Such leave shall be taken within a reasonable time surrounding the birth.

21.05 Examination Leave - If an employee is required by the Employer to write examinations or attend a competition to improve his qualifications or position, such employee shall not suffer any loss of pay or seniority in order to write such examination or attend competitions held during the employee's working hours.

21.06 General Leave

(a) The Employer may grant leave of absence with or without pay to any employee requesting such leave for good and sufficient cause. Such leave will not be unreasonably withheld.

(b) The Employer will grant leave of absence with pay to any employee for medical or dental appointments when such leave is requested at the time the appointment is made and when it is not possible to arrange such appointments outside the hours of work. Where such leave is granted the employee shall substantiate his/her absence with an appointment certificate from his/her doctor or dentist upon request by the Employer. Any request for such a certificate will be made at the time the leave is requested.

(c) The Employer may grant leave of absence with pay in emergency situations where circumstances not directly attributable to the employee prevent his/her reporting for duty for part or all of the day. Such leave will not be unreasonably withheld nor will it be unreasonably requested.

21.07 Citizenship Leave - An employee shall be allowed the necessary time off with pay to process his Canadian citizenship application.

21.08 Educational Leave

(a) Employees shall be granted educational leave without pay upon application on a first come first served basis, subject to the following conditions:

1. That the employee applies in writing to the Director of Employee Relations Services (Social), Board of Management, with copies to the Director of Human Resource Services of his/her Department, his/her immediate supervisor and the Secretary of the Union.

2. That a qualified replacement for the employee seeking leave can be found;

3. That the total leave time in the bargaining unit does not exceed thirty-six months (36 months) in any twelve (12) month period beginning on September 1st of each year.

4. That each request be for a minimum period of sixty (60) consecutive working days;

5. That the employee has at least two (2) years seniority;

6. The primary purpose for which the leave may be used is either to advance the career opportunity of the employee within the government service or in order to benefit the Employer by having a better qualified employee.

(b) On returning, an employee shall be placed in a position within the bargaining unit and if such a position is not in the same region, an employee must be given first priority when a position becomes vacant in his/her former region.

(c) In addition to the provision above, employees may apply for the benefits as covered in Schedule "B" of this Agreement.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES:

22.01 Wages - The wages for employees shall be in accordance with the rates set out in the attached Schedule "A" which forms part of this Agreement. The steps in the salary range shall represent one year satisfactory service between each step for increment.

22.02 Equal Pay for Equal Work - The principle of equal pay for equal work shall apply, regardless of sex.

22.03 Pay Days - The Employer agrees to maintain a bi-weekly pay period. When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday.

22.04 When an employee receives an annual increment to the extent provided in Appendix "A", the increment date shall be moved to the first day of the pay period in which it falls.

22.05 Vacation Pay - Employees shall, upon giving at least fifteen (15) days' notice, receive on the last working day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

22.06 Injured on Duty. An employee receiving compensation benefits under the Workers' Compensation Act for injury on the job shall receive the difference between the total of Workers' Compensation Benefits and all other revenues (i.e., Canada Pension Plan Disability Benefits) and his net take home pay had he continued to work. Such benefit will be limited to the period of time such employee is totally temporarily disabled.

22.07 (a) Retirement Allowance - When an employee having continuous service of five (5) years or more retires due to disability, death or age, the Employer shall pay such employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of service but not exceeding one hundred and twenty-five (125) days' pay, which when granted will be paid in a lump sum upon retirement at the employee's regular rate of pay. When an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the date he was laid off. At the request of the employee payment of this allowance shall be:

(i) A lump sum payment at the time of termination or retirement, or

(ii) Held over to the next two (2) taxation years, or any other year, following termination of employment.

(b) When an employee has a permanent disability and requests to retire, or when the Employer requires an employee to retire due to a permanent disability, or an employee terminates his/her employment due to permanent disability and in the absence of mutual agreement, a Board of Doctors, whose decision shall be final and binding on the parties to this Agreement, shall be composed as follows: one doctor appointed by the Local, one doctor appointed by the Employer and one doctor selected by the two so appointed, who shall be the Chairman. If the decision of the Board is that the employee has a permanent disability the said employee shall receive pay for any accumulative severance leave entitled to under this Article. The expenses of this Board shall be paid for in the same manner as if it were an Adjudication Board. If the permanent disability of an employee has been established under the Workers' Compensation Act or the Canada Pension Act, a further Board decision under this Article shall not be required.

(c) Employees taking early retirement as provided for under the provisions of Article 23.02 of this agreement and the Public Service Superannuation Plan shall be entitled to their retirement allowance.

22.08 Travel Regulations - The New Brunswick Travel Regulations as amended from time to time shall apply to employees in the bargaining unit. The Union may, on request, make a presentation to the Employer on the matter of Travel Regulations.

22.09 Pay on Temporary Transfers - When an employee is temporarily assigned to perform the principal duties of a higher paying position for a minimum of five (5) consecutive work days, such employee shall have his current rate of pay increased by a minimum of 5% during such temporary period.

22.10 Notice of Dismissal - Where the Employer intends to dismiss an employee, the employee shall be given not less than one (1) month's notice and where less than one (1) month's notice is given, the employee shall continue to receive his pay for one (1) month after such notice is given.

22.11 Responsibility Allowance - An employee who is in charge of an office and whose classification specification does not provide for assigned responsibility and/or duties such as listed below will be paid an allowance of 5% of his rate of pay. These responsibilities and/or duties could include or be similar to:

(a) liaison between their services and other services of the government;

(b) ensure an effective working relationship between employees and/or persons in the office;

(c) responsibility for landlord-tenant relationship;

(d) function as team leader in terms of receiving and distributing cases;

(e) hiring of casual or temporary staff or supervision of support staff;

(f) administrative duties, i.e. prepare monthly report, purchasing of supplies.

ARTICLE 23 - RETIREMENT AND PENSION PLAN:

23.01 An employee may retire at age sixty-five or later.

23.02 An employee may retire earlier than age sixty-five if he is granted under the Public Service Superannuation Act:

(i) an annual allowance (an actuarily reduced pension);
(ii) an immediate pension; or
(iii) a disability pension.

23.03 Superannuation Benefits - All benefits provided by the Public Service Superannuation Act shall apply to retiring employees covered by the provisions of that Act to the extent provided by that Act. For the purposes of this Agreement the Public Service Superannuation Act 1966 and consolidated to 1977 shall prevail.

23.04 During the three year period prior to his anticipated retirement, an employee desiring to participate in a Pre-Retirement Counselling Program shall be granted leave of absence with pay and shall be reimbursed for reasonable expenses to attend such a program within the Province of New Brunswick.

ARTICLE 24 - EMPLOYEE BENEFITS:

24.01 Participating in Present Plan - All employees of the bargaining unit shall participate in the present Civil Service Group Life Insurance Plan in effect as of April 1, 1973. The insurance coverage for each employee shall be in accordance with the present schedule and the Employer/Employee contributions shall be in accordance with the present rates. The introduction of a new plan or changes in the present plan shall be subject to negotiations between the parties.

24.02 If a person accepts employment into the bargaining unit from Part II, III or IV of the New Brunswick Public Service Labour Relations Act within forty-five calendar days of his resignation date, such person shall retain the following benefits:

(i) the number of regular hours of continuous employment in the public service for the purpose of retirement allowance entitlement;

(ii) vacation rate entitlement;
(iii) he shall be entitled to transfer his accumulated pension credits provided that a reciprocal agreement between the applicable pension plan exists;
(iv) he shall be entitled to any sick leave credits accumulated from his previous Employer up to a maximum of 240 days.

24.03 (a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of Blue Cross/Blue Shield Plan 45 or its equivalent for all participating employees. Employee enrolment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

(b) The Employer shall pay fifty percent (50%) of the cost of the Basic Blue Cross Dental Plan or its equivalent, as agreed between the parties, for all participating employees. Employee enrolment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

(c) Coverage on Retirement - Employees shall have the option to transfer their health care coverage on retirement to the Group Blue Cross Plan applicable or equivalent coverage as administered by the Employer for retired employees.

24.04 (a) Long-Term Disability - The Employer shall make available to the membership of the Union, if requested by the Union, a Long- Term Disability Plan similar to that now available in the Civil Service, and on the same basis as provided for under the Civil Service Plan. Premiums will be paid by the employee through payroll deduction upon authorization from the employee to deduct same.

(b) An employee who is deemed disabled and qualifies for benefits under the LTD Plan may be granted appropriate leaves to reconcile absence from work during his/her period of total disability up to 28 months. Such leave shall not be unreasonably withheld. Such leave of absence shall expire if the employee receives a permanent disability pension or accepts alternate employment. The employer agrees to meet with the employee during the period of absence to discuss alternate employment opportunities within the civil service.

24.05 L.T.D. - Part-time employees - All part-time employees shall be covered the same as full-time employees based on their income and hours of work.

ARTICLE 25 - CLASSIFICATION:

25.01 Present Classification - The classifications covered by this Agreement shall be those listed in Schedule "A" of this Agreement.

25.02 New Classification - When a new classification is established within the bargaining unit, the Employer shall establish the wage rates for such new classification and shall notify the union of such rate. Within thirty (30) days of notification of such new wage rate, the union shall either accept the rate established by the Employer or indicate its desire to negotiate a new rate. Should the union fail to indicate its intention within the thirty (30) day limit the rate established by the Employer will remain in effect for the term of this agreement. Should the union request negotiations of a wage rate and fail to reach agreement, the parties shall submit such wage rate only to binding arbitration under the Public Service Labour Relations Act.

The new wage rate shall become retroactive to the time the position was filled by an employee and all other conditions and term of this agreement shall apply during this retroactive period and thereafter during the life of this agreement.

25.03 Changes in Classifications - When the work or duties of a classification are significantly changed, increased or decreased, the Employer shall notify the union of such changes and the wage rates concerning such changes shall be subject to negotiations between the Employer and the Union but all other conditions and terms of the agreement shall apply. If the parties cannot agree on the wage rates, the matter shall be submitted to arbitration under the Public Service Labour Relations Act. The new rate shall be retroactive to the time such changes were made in the duties of an employee.

25.04 Appeal of Classification - An employee who feels that his position has been unfairly or incorrectly classified or reclassified, shall have the right to appeal such classification or reclassification.

25.05 Classification Specifications - Within 30 days of the signing of this agreement the Employer shall provide to the union copies of the classification specifications concerning classifications covered by this labour agreement. Where not indicated in the classification specification, the Employer will furnish to the union for information purposes only, the criteria required to promote within classifications and any changes thereto. It is understood that the criteria is formulated unilaterally by the Employer.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT:

26.01 Professional Activity - If and when the Employer allows leave of absence with pay to participate in professional development activities, attend workshops, conferences, seminars, professional association meetings and to write examinations and receive degree or diploma, it shall be distributed equitably among the employees within the respective departments.

ARTICLE 27 - JOB SECURITY

27.01 The Union recognizes the right of the Employer to contract out work and services, but no employee will suffer a reduction of hours of work, be laid off, or a reduction of salary as a result of the Employer contracting out his work or service.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 DEFINITION

A change in the Employer's operation directly related to the introduction of equipment or material which will result in changes in the employment status or working conditions of employees.

28.02 INTRODUCTION

The Employer agrees to introduce technological change in a manner which, as much as possible, will minimize the disruptive effects on employees and services to the public.

Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

28.03 NOTICE

The Employer will give the union written notice of technological change at least 4 months prior to the date the change is to be implemented. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

28.04 TRAINING

If as a result of a change in technology the Employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Employer's expense without loss of pay to the employee. Time spent on such training shall be considered hours worked.

28.05 TRANSFER AND LAYOFF

If an employee's position is rendered redundant as a result of technological change, the provisions of Article 14 (Layoff and Recall) shall apply. An employee laid off under Article 14 shall have his/her name placed on an eligibility list in accordance with Section 26(3) and 26(4) of the Civil Service Act. If an employee is unable to adapt to technological change every effort shall be made to relocate that employee to an equivalent position for which he/she is qualified.

28.06 EFFECTS OF TECHNOLOGICAL CHANGE

The Employer agrees to address and review the effects of technological change through the forum of local and provincial labour management committees as presented through the respective agenda.

ARTICLE 29 - GENERAL:

29.01 Copies of Collective Agreement

(a) The agreement shall be printed in both English and French and shall be official in both languages.

(b) The translation of the bilingual Collective Agreement will be provided by the Translation Bureau of the Province of New Brunswick for approval of the Parties to this Agreement.

(c) The printing of the bilingual Collective Agreement shall be the responsibility of the Union, in agreed upon format as approved by the Parties to this Collective Agreement. However, in all cases, the original signed Collective Agreement drafted by the Employer and signed by the Parties to this Collective Agreement is official.

(d) The cost of printing the bilingual Collective Agreement will be shared equally between the Union and the Employer. In this regard, the Union will bill the Employer for fifty percent (50%) of the Printer's Invoice with a copy of such Printer's Invoice showing full payment has been made.

29.02 Uniforms

(a) The Employer shall continue to provide, maintain, and launder without cost only to those employees now enjoying this benefit, all uniform clothing required in the performance of an employee's duties. Such uniforms shall remain the property of the Employer and shall not be worn off duty or removed from the Employer's premises.

(b) Employees who are required by the Employer to wear a uniform in the performance of their duties and who are not covered by 29.02(a) shall be provided with such a uniform by the Employer.

29.03 Health and Safety - Both parties recognize that the Occupational Health and Safety Act applies to this Agreement. Where it is determined that local representation from this unit should be included on a Health and Safety Committee, the Union shall have the opportunity to appoint such a representative(s).

ARTICLE 30 - RETROACTIVITY

30.01 Wages under this agreement are effective from November 1, 1989. Retroactive pay shall apply to all paid hours including regular overtime and callback by an employee in the Bargaining Unit.

30.02 Persons not eligible for retroactive payment are as follows:

(1) Those who left their employment before completing six (6) months of service.

(2) Those persons who become employed on or after November 1, 1989, and who voluntarily left their employment prior to the date of signing of this agreement.

(3) Those persons who have been discharged for matters of discipline.

(4) Those persons who have left their employment without giving proper notice as defined in this agreement.

(5) Persons who are not employees as defined in clause 1.01 of this agreement.

30.03 Any person who has a claim for retroactive pay hereunder and who is not employed on the date of signing of this agreement shall make claim by notice in writing to the Institution, agency or department where he formerly worked within forty-five (45) calendar days from the signing of this agreement. Failure to make such claim within the forty-five (45) day period will result in forfeiture of any entitlement to retroactive pay.

ARTICLE 31 - DURATION AND TERMINATION

31.01 This agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning on the day of signing and ending on October 31, 1992, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party request the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

31.02 Agreement Continues in Force - Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment, or substitution thereof, or until such time as a deadlock is declared under the Public Service Labour Relations Act.

IN WITNESS WHEREOF, the Parties have signed this 13th day of February, 1990.

FOR THE UNION

FOR THE EMPLOYER

SCHEDULE "A"
REHABILITATION AND THERAPY
BI-WEEKLY RATES EFFECTIVE NOVEMBER 1, 1989

	A	B	C	D	E
Dental Hygienist	903	955	1010	1068	1128
Income Assistance Administrator I Probation and Parole Officer I Psychometrist I Recreation Leader III Recreation Therapist II Social Worker I Community Addictions Officer I	947	1011	1076	1146	1219
Dietitian I	964	1030	1094	1165	1244
Human Rights Officer I	1013	1060	1111	1163	1217
Income Assistance Administrator II Nutritionist I Recreation Therapist III	1058	1109	1164	1225	1289
Speech Language Pathologist I	1073	1127	1184	1244	1308
Psychometrist II	1109	1164	1225	1289	1351
Occupational Therapist I Physiotherapist I	1125	1159	1193	1230	1267
Human Rights Officer II	1163	1217	1273	1330	1394
Dietitian II Income Assistance Administrator III Nutritionist II Occupational Therapist II Physiotherapist II Probation and Parole Officer II Psychometrist III Community Addictions Officer II Social Worker II Vocational Services Administrator	1164	1225	1289	1351	1420
Income Assistance Administrator IV	1225	1289	1351	1420	1492
Speech Language Pathologist II	1245	1310	1374	1442	1516
Income Assistance Administrator V Social Worker III Occupational Therapist III	1289	1351	1420	1492	1565
Social Worker Supervisor	1315	1378	1448	1522	1596
Clinical Psychologist I Social Worker IV	1457	1530	1608	1689	1773
Clinical Psychologist II	1663	1748	1836	1927	2028

SCHEDULE "A"
REHABILITATION AND THERAPY
BI-WEEKLY RATES EFFECTIVE NOVEMBER 1, 1990

	A	B	C	D	E
Dental Hygienist	921	974	1030	1089	1151
Income Assistance Administrator I Probation and Parole Officer I Psychometrist I Recreation Leader III Recreation Therapist II Social Worker I Community Addictions Officer I	966	1031	1098	1169	1243
Dietitian I	983	1051	1116	1188	1269
Human Rights Officer I	1033	1081	1133	1186	1241
Income Assistance Administrator II Nutritionist I Recreation Therapist III	1079	1131	1187	1250	1315
Speech Language Pathologist I	1094	1150	1208	1269	1334
Psychometrist II	1131	1187	1250	1315	1378
Occupational Therapist I Physiotherapist I	1148	1182	1217	1255	1292
Human Rights Officer II	1186	1241	1298	1357	1422
Dietitian II Income Assistance Administrator III Nutritionist II Occupational Therapist II Physiotherapist II Probation and Parole Officer II Psychometrist III Community Addictions Officer II Social Worker II Vocational Services Administrator	1187	1250	1315	1378	1448
Income Assistance Administrator IV	1250	1315	1378	1448	1522
Speech Language Pathologist II	1270	1336	1401	1471	1546
Income Assistance Administrator V Social Worker III Occupational Therapist III	1315	1378	1448	1522	1596
Social Worker Supervisor	1368	1434	1507	1583	1661
Clinical Psychologist I Social Worker IV	1486	1561	1640	1723	1808
Clinical Psychologist II	1696	1783	1873	1966	2069

SCHEDULE "A"
REHABILITATION AND THERAPY
BI-WEEKLY RATES EFFECTIVE MAY 1, 1991

	A	B	C	D	E
Dental Hygienist	939	993	1051	1111	1174
Income Assistance Administrator I Probation and Parole Officer I Psychometrist I Recreation Leader III Recreation Therapist II Social Worker I Community Addictions Officer I	985	1052	1120	1192	1268
Dietitian I	1003	1072	1138	1212	1294
Human Rights Officer I	1054	1103	1156	1210	1266
Income Assistance Administrator II Nutritionist I Recreation Therapist III	1101	1154	1211	1275	1341
Speech Language Pathologist I	1116	1173	1232	1294	1361
Psychometrist II	1154	1211	1275	1341	1406
Occupational Therapist I Physiotherapist I	1171	1206	1241	1280	1318
Human Rights Officer II	1210	1266	1324	1384	1450
Dietitian II Income Assistance Administrator III Nutritionist II Occupational Therapist II Physiotherapist II Probation and Parole Officer II Psychometrist III Community Addictions Officer II Social Worker II Vocational Services Administrator	1211	1275	1341	1406	1477
Income Assistance Administrator IV	1275	1341	1406	1477	1552
Speech Language Pathologist II	1295	1363	1429	1500	1577
Income Assistance Administrator V Social Worker III Occupational Therapist III	1341	1406	1477	1552	1628
Social Worker Supervisor	1395	1463	1537	1615	1694
Clinical Psychologist I Social Worker IV	1516	1592	1673	1757	1844
Clinical Psychologist II	1730	1819	1910	2005	2110

SCHEDULE "A"
REHABILITATION AND THERAPY
BI-WEEKLY RATES EFFECTIVE NOVEMBER 1, 1991

	A	B	C	D	E
Dental Hygienist	977	1033	1093	1155	1221
Income Assistance Administrator I Probation and Parole Officer I Psychometrist I Recreation Leader III Recreation Therapist II Social Worker I Community Addictions Officer I	1024	1094	1165	1240	1319
Dietitian I	1043	1115	1184	1260	1346
Human Rights Officer I	1096	1147	1202	1258	1317
Income Assistance Administrator II Nutritionist I Recreation Therapist III	1145	1200	1259	1326	1395
Speech Language Pathologist I	1161	1220	1281	1346	1415
Psychometrist II	1200	1259	1326	1395	1462
Occupational Therapist I Physiotherapist I	1218	1254	1291	1331	1371
Human Rights Officer II	1258	1317	1377	1439	1508
Dietitian II Income Assistance Administrator III Nutritionist II Occupational Therapist II Physiotherapist II Probation and Parole Officer II Psychometrist III Community Addictions Officer II Social Worker II Vocational Services Administrator	1259	1326	1395	1462	1536
Income Assistance Administrator IV	1326	1395	1462	1536	1614
Speech Language Pathologist II	1347	1418	1486	1560	1640
Income Assistance Administrator V Social Worker III Occupational Therapist III	1395	1462	1536	1614	1693
Social Worker Supervisor	1480	1552	1630	1714	1797
Clinical Psychologist I Social Worker IV	1577	1656	1740	1827	1918
Clinical Psychologist II	1799	1892	1986	2085	2194

SCHEDULE "A"
REHABILITATION AND THERAPY
BI-WEEKLY RATES EFFECTIVE MAY 1, 1992

	A	B	C	D	E
Dental Hygienist	992	1048	1109	1172	1239
Income Assistance Administrator I Probation and Parole Officer I Psychometrist I Recreation Leader III Recreation Therapist II Social Worker I Community Addictions Officer I	1039	1110	1182	1259	1339
Dietitian I	1059	1132	1202	1279	1366
Human Rights Officer I	1112	1164	1220	1277	1337
Income Assistance Administrator II Nutritionist I Recreation Therapist III	1162	1218	1278	1346	1416
Speech Language Pathologist I	1178	1238	1300	1366	1436
Psychometrist II	1218	1278	1346	1416	1484
Occupational Therapist I Physiotherapist I	1236	1273	1310	1351	1392
Human Rights Officer II	1277	1337	1398	1461	1531
Dietitian II Income Assistance Administrator III Nutritionist II Occupational Therapist II Physiotherapist II Probation and Parole Officer II Psychometrist III Community Addictions Officer II Social Worker II Vocational Services Administrator	1278	1346	1416	1484	1559
Income Assistance Administrator IV	1346	1416	1484	1559	1638
Speech Language Pathologist II	1367	1439	1508	1583	1665
Income Assistance Administrator V Social Worker III Occupational Therapist III	1416	1484	1559	1638	1718
Social Worker Supervisor	1502	1575	1654	1740	1824
Clinical Psychologist I Social Worker IV	1601	1681	1766	1854	1947
Clinical Psychologist II	1826	1920	2016	2116	2227

SCHEDULE "A"

RECREATION AND CULTURAL PROGRAM OFFICERS

BI-WEEKLY RATES EFFECTIVE NOVEMBER 1, 1989

	A	B	C	D	E
RCPO I	934	982	1031	1083	1139
RCPO II	1170	1230	1293	1359	1425
RCPO III	1406	1477	1551	1630	1709

BI-WEEKLY RATES EFFECTIVE NOVEMBER 1, 1990

	A	B	C	D	E
RCPO I	953	1002	1052	1105	1162
RCPO II	1193	1255	1319	1386	1454
RCPO III	1434	1507	1582	1663	1743

BI-WEEKLY RATES EFFECTIVE MAY 1, 1991

	A	B	C	D	E
RCPO I	972	1022	1073	1127	1185
RCPO II	1217	1280	1345	1414	1483
RCPO III	1463	1537	1614	1696	1778

BI-WEEKLY RATES EFFECTIVE NOVEMBER 1, 1991

	A	B	C	D	E
RCPO I	1011	1063	1116	1172	1232
RCPO II	1266	1331	1399	1471	1542
RCPO III	1522	1598	1679	1764	1849

BI-WEEKLY RATES EFFECTIVE MAY 1, 1992

	A	B	C	D	E
RCPO I	1026	1079	1133	1190	1250
RCPO II	1285	1351	1420	1493	1565
RCPO III	1545	1622	1704	1790	1877

SCHEDULE "B"

EDUCATIONAL LEAVE PROVISIONS

.01 An employee must have completed the probationary period before being considered for educational leave.

.02 (1) An employee on educational leave may be granted financial assistance which may include all or a portion of the following costs: employee salary, tuition, travel expenses, meals and lodging, books, registration or examination fees, and other related legitimate expenses.

(2) An employee who is granted Long Term or Special Educational Leave, must sign a non-interest bearing promissory note for the amount of financial assistance received excluding the costs of salary of a replacement employee, and a Return Service Agreement.

(3) The period of Return Service specified in a Return Service Agreement is to be for a minimum period of 12 months, or equal to the length of the educational leave granted if greater.

(4) Where an employee does not complete the Return Service Agreement, the promissory note is credited with an amount that bears the same ratio to the cost of the training as the completed service bears to the total Return Service Agreement. The remaining balance of the promissory note will be processed for collection unless waived.

(5) An employee who does not satisfactorily complete the course or training ceases to be entitled to financial assistance but must fulfill any financial and return service commitments on a pro-rata basis. This requirement may be waived where the failure to satisfactorily complete the course or training was due to a cause beyond the employee's control.

.03 (1) An employee on educational leave is eligible to accumulate sick and vacation leave credits. No carry over of vacation leave credits is permitted where educational leave is granted for a period of 12 months or more.

(2) A merit increase cannot be granted to an employee on long term or special educational leave but may be granted effective the first day of the month in which the employee returns to work.

.04 (1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the attached points guide may be applied to all or any part of the items included in the total financial assistance requested. The points guide must be used to calculate the proportion of salary to be reimbursed while on long term or special educational leave.

(2) Where an employee on educational leave receives other financial assistance from the Province which need not be repaid, the benefits under this educational leave policy may be reduced accordingly.

.05 (1) Short Term Educational Leave may be granted for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period of 30 working days of less.

(2) Expenses for transportation, board and lodging cannot exceed the maximum allowance permitted in the Travel Directive.

.06 (1) An employee may be granted a Tuition Refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.

(2) Where an employee is eligible for a Tuition Refund, the employee may also be granted:

(a) leave of absence with pay for the purpose of writing examinations,

(b) payment of the expenses of writing the examinations,

(c) payment of travelling expenses in accordance with the Travel Regulations.

.07 (1) An employee may be granted Long Term Educational Leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

(2) Subject to .04 an employee may be granted financial assistance to help cover the cost of the following expenses:

(a) Tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) Books.

(d) Other agreed expenses directly related to the proposed course or training.

.08 (1) An employee may be granted Special Educational Leave when selected by Government to attend Ecole Nationale D'administration, Ecole Nationale D'administration Publique, National Defence College or a similar institution.

(2) Subject to .04 an employee may be granted financial assistance to help cover the following expenses:

(a) Tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) Other agreed upon expenses directly related to the proposed course or training.

POINTS GUIDE

The following table is intended for use as a guideline in determining the amount of financial assistance received by the employee. The application may be awarded 1, 2 or 3 points under each of the three columns. The points awarded under each column are added to the total number of points for the application. The maximum financial assistance received by the employee is determined by applying the appropriate percentage for the table to the total cost of the proposed training. For example if an application was awarded 2 under each of columns 1, 2 and 3 respectively, this would be a total of 6 points. Applying the percentage guide the employee would be eligible to receive a maximum of 60% of salary and all other expenses to which the department and/or Board of Management may wish to apply the formula. A copy of the completed points guide must be attached to each application for Educational Leave.

Where the application under consideration is for developmental purposes as a result of a career plan for the employee, the criteria in the Points Guide may be interpreted to refer to the proposed job or duties rather than the employee's present job.

Relationship Between Job Duties and Proposed Training
1. Useful but not directly related.

Main Beneficiary of Proposed Training
Mostly employee.

Need for Proposed Training
Employee needs to attain minimum educational standards of present job.

Relationship Between Job Duties and Proposed Training
2. Generally related to duties of employee.

Main Beneficiary of Proposed Training
Equally between employee and organization.

Need for Proposed Training
Employee needs to keep up with new knowledge and techniques.

Relationship Between Job Duties and Proposed Training
3. Very specifically related to major portion of employee's duties.

Main Beneficiary of Proposed Training
Mostly organization.

Need for Proposed Training
New or potential duties or responsibilities require this training for efficient operation of program.

Points	% of Salary
0-3	0%
4	40%
5	50%
6	60%
7	80%
8	90%
9	100%

LETTER OF AGREEMENT
BETWEEN
BOARD OF MANAGEMENT
AND
CUPE Local 1418, Rehabilitation and Therapy Group

In recognition of the severe vacancy rate experienced by the Departments, Institutions and Agencies to recruit and maintain qualified Physiotherapists, Occupational Therapists, Speech Language Pathologists and Dietitians, the parties agree to the continuation of the sixth (6th) step in the pay scales as set out herein:

Classification	Sixth Step (Step F) Nov. 1/89	Bi-weekly Rate Nov. 1/90	Bi-weekly Rate May 1/91	Bi-weekly Rate Nov. 1/91	Bi-weekly Rate May 1/92
Dental Hygienist	1186	1210	1234	1283	1302
Dietitian I	1305	1331	1358	1412	1433
Occupational Therapist I	1328	1355	1382	1437	1459
Physiotherapist I	1328	1355	1382	1437	1459
Speech Language Pathologist I	1373	1400	1428	1485	1507
Speech Language Pathologist II	1590	1622	1654	1720	1746

Dated this 13th day of February, 1990.

FOR THE UNION

FOR THE EMPLOYER

Date February 13, 1990

Date February 13, 1990

LETTER OF INTENT

The parties agree to the continuation of the Joint Classification Study Committee comprised of two representatives of the Employer and the Union respectively. The terms of reference as established in the Letter of Intent dated June 29, 1988 shall prevail. A final report of this committee's findings to date will be submitted to the parties within 2 months of the signing of this agreement.

A similarly-structured committee shall, under the same terms of reference and criteria, examine and review the following:

1. Classifications of:

   Clincal Psychologist I and II
   Income Assistance Administrator IV and V
   Social Worker III and IV
   Speech Language Pathologist II

2. The new classifications introduced by the Employer on October 25, 1989 (Occupational Therapist III, Community Addictions Officer I and II, Social Worker Supervisor).

3. Classifications of Recreation and Cultural Program Officer I, II, and III.

4. The various responsibilities and duties of Social Worker I-II and Probation and Parole Officer I-II.

The Committee may submit interim reports to the parties, however a full and complete report will be presented to the Employer and Union no later than December 1, 1990.

For the Union

Date February 13, 1990

For the Employer

Date February 13, 1990

LETTER OF AGREEMENT

The Employer agrees to fulfill the obligations of the Letter of Agreement dated June 29, 1988, regarding Social Work Administrators whose classifications had been affected by the departmental reorganization. This obligation applies only to those employees who were originally affected. Those affected employees who accept alternate employment at their own request will not be covered by this letter of agreement.

For the Union

Date February 13, 1990

For the Employer

Date February 13, 1990

LETTER OF UNDERSTANDING
Between
Board of Management
and
CUPE Local 1418, Rehabilitation and Therapy Group

The parties understand that the wage rates in Schedule "A" for the Human Rights Officer represents the same general increase as other members of the bargaining unit, totalling 13.5% for the duration of the collective agreement.

The parties further understand that the wage rates of Human Rights Officers in effect prior to November 1st, 1989 are still in dispute and were not resolved during negotiations between the parties and that the issue of proper wage rates for Human Rights Officers will be processed to binding arbitration under Article 25.02 of the collective agreement.

The parties agree to adjust Schedule "A" of the collective agreement if such wage adjustments for Human Rights Officers are part of the arbitration award.

For the Union

Date February 13, 1990

For the Employer

Date February 13, 1990